



Member Manual

TO BOOK A CAR

www.pegcitycarcoop.ca

PHONE

(204) 793-3912

OFFICE

402-460 Main St.

Winnipeg, MB R3B 1B6

(Please refer to the website for current office hours)

What is a carshare?

A carshare is a membership-based service that provides 24/7 access to vehicles on an hourly basis. Members have access to a fleet of vehicles without the hassle and cost of ownership.

How does a carsharing service work?

To drive Peg City vehicles, you must register as a member or driver. Members/Drivers have access to all the vehicles in our fleet. Co-op vehicles each have their own designated parking spot. Vehicles must be dropped off at this location when a booking is complete. As a user, you reserve whichever vehicle you'd like in advance using one of the convenient booking methods (e.g. desktop, or mobile site) by logging into the Booking Software and selecting date/time and vehicle. At the time of your Booking, you go to the car's location. All Members/Drivers have a unique key fob, which is used to gain entry to the vehicle. You then drive it as if it were your own vehicle. Before the time your Booking expires, you return the car to the same designated parking spot, where you lock and leave it. The hardware system in the vehicle will then log both the duration and distance driven during your Booking, which is used for billing to your account. Each vehicle contains a logbook for recording fuel and cleaning expenses.

Becoming a Member/Driver

To become a Member/Driver, you must read and understand this Manual, and complete the Application. By completing the Application, you, as a Member/Driver, acknowledge that you have read and understand the various rules and obligations contained in this Manual and you are agreeing to abide by those rules and obligations. Your, and the Co-op's, legal rights and obligations are determined solely by the terms in this Manual, your signed Application, Member/Driver Contract, and the Vehicle Owner/Operating Manuals. Each Member is entitled to one vote in the Co-operative.

To be eligible to become a Member/Driver you must:

- Be at least 18 years old;
- Currently hold a Manitoba 5F class license or equivalent;
- Have no speeding convictions 30km above speed limit in last 3 years;
- Have a maximum of 4 minor driving infractions in last 3 years;
- Have no more than one (1) at-fault collision in the previous 3 years; and
- Have no criminal driving charges.

Additional Drivers

Up to five (5) people can be assigned to a Member's account, including the Member and four (4) Additional Drivers. Business/Organizational Members can have up to five (5) employees assigned to their account¹. More than five drivers can be associated with the account, but the Business/Organization may be subject to additional fees. Each Additional Driver is sponsored by the Member, and must complete the appropriate section of the Application, and, if approved, pay the application fee identified in the Rate Sheet (Appendix A). The driver eligibility requirements for Additional Drivers are the same as those for Members. Additional Drivers do not need to reside at the same address and agree to share a single bill on the Member's account. Additional Drivers for Business/Organizational Members must be a current employee or on contract.

¹ Casual Drivers are not permitted Additional Drivers.

In the event a Member's account is terminated, all Additional Drivers on that Member's account will have their rights terminated at the same time, unless they successfully apply to become a Member(s).

The Co-op recommends that Business Members develop a policy regarding any limitations on usage of the vehicles by employees designated as Additional Drivers. Business/Organization Members will be responsible for any and all bookings made by their employees whether or not they conform to their internal usage policy.

Shares

If a person meets the driver eligibility requirements, they will be approved to join Peg City Car Co-op. The applicant is required to purchase a Membership Share if they wish to join as a Member. The cost of a membership share is set out in the Rate Sheet (Appendix A).

The Share represents the Member's part in the ownership of vehicles and assets belonging to the Co-op, and serves as security for any liabilities resulting from this contract. If the membership is terminated by the Member or the Co-op, the full value of the Member's shares will be reimbursed, less any liens for unpaid accounts, sixty (60) days after membership termination. Any refund of the Member's shares will be subject to deductions for monies owing to the Co-op.

Rates/Fees

The current rates and fees for using the Co-op vehicles are set out in the Rate Sheet (Appendix A) and on the website, and may change from time to time without notice. The Member/Driver agrees to pay the rates current as of the date the relevant Co-op vehicle is used. All rates are payable in Canadian dollars.

Orientation

Each new Member/Driver is required to complete a self-led orientation before they are issued a key fob to access the vehicles.

Key Fob

Each Member/Driver's key fob remains the property of Peg City Car Co-op. The Member/Driver is liable for the loss, deterioration and any misuse of the key fob and other material. If a key fob is lost, the Member/Driver must advise Member Services within one hour of the discovery of its loss to inform them of the loss. The Member/Driver is responsible to pay all charges relating to the unauthorized use of a key fob. A key fob replacement fee must be paid before Peg City Car Co-op will issue a replacement. The fee will be reversed at no charge if the key fob is returned to the Co-op within thirty (30) days of the Member/Driver notice. When a Member/Driver terminates their account, they must return the fob to Peg City Car Co-op within two weeks of closing their account. Failure to return the key fob may lead to a replacement charge.

Responsibilities, Rights, and Duties

Member rights include:

- Attending meetings, voting for directors, standing for election as a director, and voting on changes within the Co-op.

Member/Casual Driver/Additional Driver rights include:

- Ability to join special interest committees within the Co-op.
- Active participation in the affairs of Peg City Car Co-op is valued to ensure that the Co-op is run in a financially, socially, and environmentally sound manner.
- Access to clean, safe, affordable, and well-maintained vehicles.

Member/Additional Driver/Casual Driver duties include:

- Reporting any damage to the Co-op vehicles, whether inside or outside, that may have occurred prior to and/or during your use.
- Accepting responsibility for any collisions or damage you cause to any of the Co-op vehicles.
- Paying invoices.
- Accepting consequences of neglecting any duties.

Prohibited Usage

Using the vehicle for work or school is allowed, however, the transportation of goods for compensation – receiving payment as a courier or taxi service – is prohibited and could result in termination of your membership.

Bookings

The Co-op vehicles can be reserved by a Member/Driver up to one (1) year in advance. To use a vehicle, Members/Drivers must reserve a car online before use. You may reserve a vehicle for a minimum of one hour and additional time in 15 minute increments. You may reserve a vehicle for up to twenty-one (21) days consecutively.

To reserve a Co-op vehicle online:

- Your Account/Member Number is designated to each Member/Driver when they join. Your Account/Member number cannot be changed.
- Your password and username are created during registration. Once logged in, you can change your password and username under your personal account settings.

Remember to:

- Note the details of your reservation. It's up to you to know which Co-op vehicle you have reserved, for how long, and where to find it.
- Give yourself extra time. Being late is always more expensive than booking extra time from the start. It can cost you the price of a cab or even a rental car for the next user along with other fees (see Appendix A). Allow for unexpected delays.
- If you are going to be late returning the vehicle, go online to extend your reservation. If you are not able to extend your reservation, please call the office immediately. Please note that informing staff that you will be late returning a vehicle does not preclude you from being charged the appropriate late fees, outlined in the Rate Sheet (Appendix A).

Canceling a Reservation

If your plans change, be sure to modify or cancel your booking as soon as possible. Please see the Rate Sheet (Appendix A) for details on cancellation fees.

Accessing the Vehicle

Inspect the vehicle for any damage that may have occurred before you accessed the vehicle. Contact the office by phone or email for any new damage larger than the size of a credit card.

You will use your unique key fob to gain access to the vehicle you have reserved. Upon successfully registering, each Member/Driver is assigned a distinct key fob. **Key fobs are not interchangeable. Only individuals who have successfully registered to use our service may drive a Peg City Car Co-op vehicle using the key fob assigned to them upon registration.** The vehicle can only be accessed by the key fob associated with the Account Number used to make the booking. Drivers on an account can access bookings under the same membership. A driver from a different account may also be added to a booking under "Driver Permissions," which will grant fob access.

Members/Drivers fob in by placing the key fob in close proximity to the fob reader mounted low on the driver's side windshield. If the vehicle system correctly reads your key fob, the doors will unlock and the engine will be mobilized. If you have no reservation, your license has expired in our system, and/or your account is suspended, the vehicle hardware will not allow you access into the vehicle through the fob in action. The key is mounted inside the vehicle. If the vehicle is push-start, press and hold the brake, then push the start button once. Failure to push the brake will put the vehicle in accessory mode. For vehicles with keys, put the key in the ignition and turn to start. Always remove the key from the ignition when the vehicle is not running.

During the reservation period, when you need to leave the vehicle, fob out to lock the vehicle. You fob out by placing the key fob in close proximity to the reader. Check if the vehicle system has correctly responded to the fob out by listening for the locks engaging or by testing the driver's door. The fob out also immobilizes the vehicle's engine, which prevents theft of the vehicle.

Failure to fob out of the vehicle after each trip within a booking leaves the vehicle unsecured and may lead to *failure to secure vehicle* fines as listed under Fines and Infringements. If a Co-op vehicle is stolen during or after your booking, you may pay up to \$4000 plus downtime at regular hourly rates (Note: If you fob out properly, the vehicle cannot be stolen).

The vehicle system will allow you to gain entry (fob in) each time you return to the vehicle during your reservation period. **Remember to fob out each time you leave the vehicle so it is not left unlocked throughout your reservation.**

Returning the Vehicle

When returning the vehicle at the end of your reservation period, ensure that:

- The gas tank is at least 1/4 full (gas purchases are reimbursed as a credit on your account within 1-2 invoice cycles, or will be charged directly to the Co-op if you use the Red River Co-op account card located in the glove box).
- It is parked in the designated parking spot.

- The interior is clean.
- Any damage or mechanical concerns are recorded, and if appropriate, staff have been notified.
- You always fob out to lock the doors and immobilize the engine when leaving the vehicle, whether during your reservation period or after you return it to its parking spot.
- All lights are **turned off** (headlights and cabin light). Dead batteries are a big inconvenience and cost everyone time, and the user at fault will be fined.
- If the usual designated parking spot has been occupied by another vehicle, wait a few minutes to see if the person is returning to their vehicle shortly (for example, 5-10 minutes). If they do not return, park the vehicle as close to the designated spot as possible and call the office at (204) 793-3912 to let staff know that you were not able to park the vehicle in its usual spot. Please leave a message and you will not be charged a penalty for not returning the vehicle to its proper place.
- If you mistakenly leave something in the vehicle and return to collect it shortly after your reservation has ended, you will be able to fob in, as long as no other Member/Driver has already started a subsequent reservation. This entry to the vehicle does not extend your reservation, unless you start the engine. You may also contact Member Services to make arrangements to retrieve lost items.
- If you return the vehicle earlier than the reservation end time, the remaining time will be treated as a cancellation. However, if another Member/Driver books a portion or all of the unused time, you will be refunded on a prorated basis.

The Vehicle is Not There

If the vehicle is not at its usual parking spot at the beginning of your reserved time, call the office at (204) 793-3912. If you can wait to see if the previous Member/Driver returns within 5 minutes, please consider doing so. When you confirm that you have the correct reservation, there are three options (please contact the office to assist):

- 1) Cancel the reservation without charge,
- 2) Change the reservation to another Co-op vehicle, or
- 3) Arrange alternate transportation, such as a taxi.

The cost of alternate transportation will be reimbursed to your account as driving credit upon presentation of receipt up to a maximum of \$30. Reimbursements for a given month will be shown as a credit on your account within 1-2 invoice cycles.

Late Vehicle Returns

If you are late returning a vehicle, whether you inconvenience another user or not, you will be charged a penalty as outlined in the Rate Sheet (Appendix A). This can potentially be avoided by extending the reservation time if the vehicle is available. Reservations can be extended online (before the booking has lapsed) or by calling (204) 793-3912 between 7 am and midnight.

If your late return forces another user to arrange alternate transportation, the Co-op will also charge you for the cost of alternate transportation for the other user (such as a taxi). To avoid late fees, you are strongly encouraged to allow for extra time when making your reservations.

Emergency Assistance

All Co-op vehicles are covered by roadside assistance. This includes the costs of general maintenance, mechanical failures, and post-collision logistics (towing, etc). If you are in need of roadside assistance, call Member Services at (204) 793-3912, and we will work to get you into another nearby vehicle or get roadside assistance out to you.

Peg City Car Co-op does not cover costs that arise from improper or negligent (e.g. driving in inclement weather, accessing unmaintained roads, not properly powering down vehicle, etc) use of the vehicle by the member, including but not limited to winching services, drained batteries due to key left in the ignition, lights left on, etc., and reserves the right to charge members for these costs.

Maintenance

Peg City Car Co-op performs regular maintenance checks on its vehicles. However, during your use of the vehicle, you must report any reasonably noticeable indications that engine oil or coolant levels are in need of attention. If any of these indicator lights come on during your reservation, please contact Member Services to alert them to the issue. Record any purchases you make for the vehicle (gas, windshield washer fluid, etc.) and attach receipts to the Trip Log for credit, which will appear on your account within 1-2 invoice cycles. Any suspicion of a need for servicing and/or repair should be reported immediately to Member Services, and all repairs must be pre-authorized by staff. If the vehicle doesn't start or breaks down during your reservation time, please contact staff for directions.

If a maintenance or damage issue occurs outside of Peg City Car Co-op's on-call hours, the Member/Driver may call towing services for assistance, but the Member/Driver must take reasonable steps to ensure that costs are not excessive. Information on towing services in Winnipeg can be found in the glovebox. If Peg City Car Co-op determines that the damage or maintenance event was caused by Member/Driver error, Peg City Car Co-op has the right to refuse reimbursement for towing service costs.

Collisions and Damage

Any collision or damage in connection with the Co-op vehicle that you are using must be immediately reported to staff and if applicable, to the police. You are obligated to use your best efforts to secure evidence from any available witnesses and, to the extent possible, provide the Co-op with a completed Incident Report Form outlining the information of all those involved, the details of what happened in the collision, and the damage incurred. An Incident Report Form can be found in the pencil case in the glove box. After a collision, you may only continue your Trip with explicit permission from Peg City Car Co-op's office.

If a Member or Driver authorized by you is found to have engaged in inappropriate use² of Peg City Car Co-op Vehicles, and is not covered by the Co-op's insurance policy due to inappropriate use, and

- a) there is any loss or damage to Co-op vehicles, including the costs of temporarily replacing a Co-op vehicle during repairs, or

² Examples of inappropriate use include, but are not limited to, driving while intoxicated, driving with a suspended, expired, or otherwise invalid license, careless or dangerous driving as defined by *Highway Traffic Act*, allowing an unauthorized driver to operate a Peg City Car Co-op vehicle.

- b) there are any claims by third parties against Peg City Car Co-op,

The Member/Driver will be held responsible for the full cost of loss, damage, or claim.

Not-At-Fault Collisions:

- The Co-op will pay the damage fee if you are **deemed not at fault** even though you were operating the vehicle (e.g. you were hit from behind while stopped).
- No individual Member/Driver will be held liable for any increase in the Co-op's insurance premiums as a result of a collision; the Co-op, as a whole, will absorb the increase.

At-Fault Collisions:

- If you are **deemed at fault**, you are responsible for the deductible costs related to the collision. As a Member/Driver of the carshare, you have three options in terms of coverage in case of an at-fault collision. Please see the insurance section for more information. Your liability will normally include up to the \$1000 damage deductible, providing the damages resulting from the collision are covered by the Co-op's insurance policy. Alternate options (see Insurance Coverage) available to members must be arranged prior to a collision occurring to be valid.
- All Peg City Car Co-op vehicles are covered by \$4.8m third party liability coverage. However, you will be liable for any claims by third parties against you or the Co-op that are not covered by Peg City Car Co-op's insurance policy or arise out of inappropriate use of a Co-op vehicle.
- If, during the time that you reserved a Co-op vehicle (unless you have cancelled the reservation or returned the Co-op vehicle early and updated your reservation to reflect this early return), damage occurs to the reserved vehicle or claims are made against Peg City Car Co-op or you for damages resulting from the use of the vehicle, you will be deemed to be using the Co-op vehicle and be responsible for any costs incurred by the Co-op.
- If an at-fault claim is made, and you have another at-fault collision within three (3) years, your status as a Driver with the Co-op may be suspended, or terminated.
- Peg City Car Co-op reserves the right to not renew Damage Pool after an at-fault collision (see Insurance Coverage).

Insurance Coverage

Peg City Car Co-op Members/Drivers have three options to protect them in case of a collision or damage to the vehicle during a booking³:

Insurance Summary
The best option for both our Members/Drivers and the Co-op is CLDI on a credit card. The next best option for members is the Damage Pool. All vehicles are insured through MPI.

1. Basic Coverage

All Members are covered by Peg City Car Co-op with our basic up to \$1000 damage deductible coverage in the event of an at-fault collision and \$4,800,000 Third Party Liability (TPL). Personal Injury Protection (PIP) coverage (bodily injury) also applies to drivers and passengers while they are occupying the vehicle in Manitoba.

³ Negligent behaviour or failure to secure a vehicle after it has been damaged may result in the voiding of insurance/damage coverage options.

While you have a vehicle booked, you are responsible for it. In the event of an unfortunate incident causing damage to a Co-op vehicle during your booking, your damage fee is up to \$1000.

2. Damage Pool

If Members/Drivers wish to reduce the risk of paying the full \$1000 damage fee in the case of an at-fault collision, they have the option of joining the Damage Pool. When you join the Damage Pool, every driver on your household account is fully covered by all aspects of Peg City Car Co-op's insurance and will not be required to pay the damage fee in the event that a Co-op vehicle is damaged during your booking. Instead, the money will come out of the Damage Pool. You can immediately re-join the pool if you have to apply the pool to a damage incident. Peg City Car Co-op reserves the right to not extend Damage Pool to any member.

The Damage Pool fee is outlined in the Rate Sheet (Appendix A). Once subscribed, it is automatically renewed on the anniversary date of joining or can be renewed after using the pool.

3. CLDI Coverage

Many credit cards offer Collision/Loss Damage Insurance (CLDI) that includes carsharing. Peg City Car Co-op is pleased to extend this coverage to members who use an eligible credit card to pay for their monthly usage. In the event of a collision, the Co-op will charge the insurer directly. With VISA or MasterCard CLDI coverage, you are fully covered by the credit card company for any damage to a Co-op vehicle. Note that your card may not cover certain vehicles (e.g. pick-up trucks). Please check with your credit card company to find out what their restrictions/exclusions are.

To find out if your VISA or MasterCard offers this coverage, please check your agreement or ask your financial institution if your card has CLDI coverage.

Peg City Car Co-op is not responsible for any limits or exclusions placed on CLDI by the underwriter of the insurance program. If a claim is denied, the member may be responsible for the total cost of vehicle repair. Members must decline Damage Pool if they choose to use CLDI coverage.

Treatment and Operation of Vehicles

As a Member/Driver, you agree to treat the Co-op's vehicles carefully. Remember you and others cooperatively own these vehicles. You must operate the Co-op vehicle according to the operator's manual located in the vehicles. You will be liable for any damage to the vehicle that results from disregarding these rules.

Peg City Car Co-op vehicles must not be:

- Smoked in;
- Driven in any race or competition;
- Used for any illegal purpose; or
- Used while the driver is under the influence of any intoxicating or impairing substance or

narcotic.

Cleaning & Maintenance

- Clean up after you've used the vehicles – the Co-op will be happy to reimburse you for car washes and vacuums (staple the receipts to the Trip Log), but you will be held responsible for the cost of cleaning major messes.
- Use a pet carrier when transporting pets, or use a full coverage barrier (e.g. tarp, pet specific upholstery cover) between the animal and the upholstery, and clean the vehicle after use. When available, pets are expected to be stowed in the hatch area of the vehicle. Failure to ensure removal of all pet hair can lead to cleaning penalties. Please see *other fines + infringements* for breakdown of penalties.

Peg City Car Co-op has the right to collect data on driving habits (eg. excessive speeding, harsh acceleration or braking, etc.) and reserves the right to warn, suspend, or remove a Member/Driver if found to be excessively speeding and/or driving aggressively.

By treating the Co-op vehicles with respect, you can help keep the Co-op's rates low and ensure that a reliable vehicle is ready for you when you need it. Good driving habits mean lower maintenance bills, fewer breakdowns, and less harm to the environment.

The following is general advice for treating the Co-op vehicles carefully:

- In conditions below -20C, it is not necessary to let the vehicle warm up for more than 30 seconds, but drive gently for the first few kilometres.
- In winter, ensure that all windows have good visibility (i.e. clear of frost, snow, etc).
- Do not rev the engine – you shouldn't need to touch the gas until you shift into gear.
- Accelerate gently, especially for the first few minutes.
- Brake gently, turn corners gently, and slow down for bumps.
- Clean all the windows and mirrors often (best to use a squeegee at a gas station).
- Don't idle for more than 10 seconds (turn off the engine).
- If you notice engine troubles or other mechanical or safety features that may endanger you and/or damage the vehicle, please advise the Co-op immediately at (204) 793-3912.
- Do a visual check of the tires and either let Member Services know if any of them seem low or fill them with air. There is a tire pressure gauge provided in each Co-op vehicle (located in the glove box) should you need to check the tire pressure.

Driver's License

You must carry a valid driver's license during every trip. Your driving privileges are conditional on you possessing a valid driver's license. If your license is suspended, withdrawn, or expired for whatever reason, your right to drive Peg City Car Co-op vehicles ends immediately. You must inform the Co-op immediately of any suspension, expiry, or withdrawal of your driver's license. Peg City Car Co-op may conduct a yearly driver's abstract check on each Member/Driver.

Lost & Found

If a member forgets an item(s) in a vehicle, an email may be sent out to all users of the car since the last time a staff member was in the vehicle (typically two weeks). For lower value item(s) (such as

water bottles, umbrellas, empty tote bags) the email will provide a vague description, e.g. silver coffee mug with stickers. Higher value items (such as jewelry, electronics, instruments) will not be described with any detail beyond a general description, e.g. necklace. Members will be asked to provide a description of the item to confirm ownership. Higher value items may be brought into the office for safekeeping.

Arrangements will be made with the member to pick up the item directly from the vehicle, or from Peg City's office, unless otherwise agreed upon on a case-by-case basis. Peg City Car Co-op retains the right to remove objects out of a vehicle without prior notice. Peg City Car Co-op is not responsible for any items left in the vehicle.

If the item is unclaimed it will be held by Peg City Car Co-op for a total of 90 days from the initial email, after which unclaimed items will be donated or disposed of.

Traffic Violations/Parking Fines

Members/Drivers are individually responsible for any traffic violation or parking fines accumulated during the period for which a Co-op vehicle is reserved. If the fine goes unpaid by the Member/Driver and is forwarded to the Peg City Car Co-op office, the Co-op will charge this amount plus an administration fee on the Member's monthly invoice. See the Rate Sheet (Appendix A) for details.

If a Co-op vehicle is towed and impounded for illegal parking while a Member/Driver has reserved it, the Member/Driver is responsible to immediately contact Member Services at (204) 793-3912. In this event, the Member/Driver will be responsible for all reasonable costs, court and legal fees incurred by Peg City Car Co-op in recovering the vehicle.

Monthly Invoices

Full Co-op Members will receive an emailed invoice each month showing a tally of fees owing, including those for Additional Drivers on their account, based on hourly and per kilometre rates, as well as a tally of credits for reimbursements. As a Member/Driver, you agree to be bound by the current usage rates and pay for your usage as you are billed.

Invoices will be emailed one (1) week in advance of being charged through pre-authorized payment by credit card, if pre-authorized payment has been activated on the account. Accepted payment methods are Visa or Mastercard, e-transfer, or cheque. In the event of insufficient funds or decline of payment, a penalty fee will be charged as outlined in the Rate Sheet (Appendix A). Upon the discretion of the Co-op, driving privileges will be suspended until full payment has been made.

All Member accounts receive a credit limit of \$1000. Any usage above the \$1000 credit limit must be prepaid. Peg City Car Co-op reserves the right to change credit limits without notice.

Casual drivers are billed on a pay-as-you-drive basis. Casual drivers are required to have a credit card on file, and each Booking is deducted automatically from that card. Casual drivers will receive a monthly email as well, but this does not reflect the most up-to-date information regarding your usage. Please log into your personal account to see an accurate reflection of upcoming or completed

bookings, as well as any payments made.

All Casual accounts receive a credit limit of \$150. Any usage above the \$150 credit limit must be prepaid. Peg City Car Co-op reserves the right to change credit limits without notice.

Termination of Membership by Peg City Car Co-op

The procedures that permit Peg City Car Co-op to suspend your right to drive or to terminate your membership in the Co-op are described in the By-laws, Section 6.12:

Termination of Membership for Cause

6.12 If a Member's conduct is considered to be detrimental to the welfare of the Cooperative, the board, or officer of the co-op, may terminate the membership of the Member for cause and shall provide notice via letter or written electronic communication. The Member may appeal to the board within 7 days of the notice of termination. The Board of Directors shall meet 30 days from the date of receiving the appeal. The Member is entitled to appear, either personally or with an agent or counsel, to make submissions at the meeting.

As an Additional Driver, if the sponsoring Member's membership is terminated, or their driving rights are suspended, then your right to drive will be suspended until either the sponsoring Member's driving rights are reinstated or you have become a Member by purchasing the required shares.

Peg City Car Co-op has the right to temporarily suspend the right of any Member/Driver's access to any vehicles and property without prior notice if Peg City Car Co-op believes that the Member/Driver has violated any terms or conditions of the Member/Driver Contract, the Membership Manual, or the By-Laws. Peg City Car Co-op will only suspend a Member/Driver's right to Peg City Car Co-op vehicles and property without notice where it is the opinion that doing so is necessary to protect the property of the Co-op or the safety of its Members/Drivers or the public.

Peg City Car Co-op will notify the suspended Member/Driver within two (2) working days, stating the reason(s) for the suspension. The member may appeal to the board within seven (7) days of the notice of termination. The Board of Directors shall meet 30 days from the date of receiving the appeal. The member is entitled to appear, either personally or with an agent or counsel, to make submissions at the meeting.

Termination of Account by Member/Driver

Members/Drivers may terminate their membership in writing at any time. The termination will only be effective upon the Member/Driver's return of the key fob in their possession as well as those of any Additional Drivers associated with the Member's account. If the key fob is not returned, the Co-op will charge a "lost key fob" fee to the Member/Driver's account. The full value of the Member's shares will be reimbursed, less any liens for unpaid accounts, sixty (60) days after membership termination. Peg City Car Co-op reserves the right to extend Member Share returns to ninety (90) days. Additional Drivers associated with the Member's account can purchase the required shares to become a Member and retain driving privileges.

Severability

If any single part of this agreement is found to be legally ineffective or unenforceable, it shall not

affect the validity or enforceability of the rest.

Amendments to the Manual

Peg City Car Co-op, acting reasonably, can amend this Manual at any time upon notice to all Members as outlined herein. Members have a role in deciding the terms of the Manual through their right to elect the Board of Directors of the Co-op. Amendments will not be effective any sooner than thirty (30) days after posting notice to our members.

Peg City Car Co-op can amend the Rate Sheet (Appendix A) at any time in accordance with the provisions of the Rate Sheet of this Manual. Rate amendment changes will not be effective any sooner than thirty (30) days after they are approved. Any agreement made that differs from the terms of this Manual must be made in writing and signed by an authorized representative of the Co-op.

Limitation of Liability

To the extent permitted by law, the Member/Driver waives any right they may have to sue or make claims against Peg City Car Co-op and its directors, employees, or other Members/Drivers for damages arising from the condition of a Co-op vehicle, except in cases of gross negligence.

The Member/Driver also waives any right they may have to sue or make claims against Peg City Car Co-op and its directors, employees, or other Members/Drivers for a Co-op vehicle not being available at the time it was booked.

If Peg City Car Co-op is delayed or prevented from exercising its obligations in accordance with this agreement due to circumstances beyond its reasonable control, including without limitation, strikes, lockouts, labour disputes, fire, explosion, war, terrorism, threat of war or terrorism, act of God, or other similar causes, then such failure to meet obligations shall not be a breach of this agreement.

Notwithstanding anything to the contrary contained in this agreement, Peg City Car Co-op will not, under any circumstances, be liable for consequential, incidental, special, or exemplary damages arising out of or related to this agreement, including but not limited to lost profits, loss due to inability to obtain data, loss of business, or loss of anticipated profits, revenue, or use, even if apprised of the likelihood of such damages occurring.

Notwithstanding anything to the contrary contained in this agreement, under no circumstances will Peg City Car Co-op's total liability of all kinds arising out of or related to this agreement or otherwise in connection with a Co-op vehicle (including but not limited to warranty claims), regardless of the forum and regardless of whether any action or claim is based on contract, tort, equity or otherwise, exceed the total amount paid and/or owed by the Member/Driver to Peg City Car Co-op under this agreement in the three (3) months immediately preceding the event that first gave rise to the claim.

Each provision of this agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is to allocate the risks of this agreement between the parties. This allocation is reflected in the pricing offered by Peg City Car Co-op to the Member/Driver and is an essential

element of the basis of the bargain between the parties. Each of these provisions is severable and independent of all other provisions of this agreement and all provisions shall be applied to the fullest extent permitted at law.

The limitations in this section will apply notwithstanding the failure of the essential purpose of any limited remedy in this agreement.

Waiver

Any waiver of the provisions of this agreement or the Member's Terms or of a party's rights or remedies under this agreement or the Member's Terms must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this agreement or the Member's Terms or its rights or remedies at any time, will not be construed as a waiver of the party's rights and will not in any way affect the validity of the whole or any part of this agreement or the Member's Terms or prejudice the party's right to take subsequent action. Exercise or enforcement by either party of any right or remedy under this agreement or the Member's Terms will not preclude the enforcement by the party of any other right or remedy under this agreement or the Member's Terms or that the party is entitled by law to enforce.

Definitions

In this Manual:

- "Board" means the Board of Directors of Peg City Car Co-op,
- "Co-operative" "Co-op," or "Carshare" means Peg City Car Co-op,
- "Co-op vehicle" means a vehicle owned or leased by Peg City Car Co-op and includes any equipment included with the vehicle,
- "Member Services" refers to any authorized Co-op staff that provide customer service support to Members/Drivers and assists in the resolution of problems and member complaints,
- "Member" means a person that has paid a \$500 refundable Member Share, been approved for membership by the Board or authorized Co-op staff, meets all eligibility requirements in the By-Laws, and has been issued a Member (Account) Number,
- "Driver" refers to a Casual Driver *or* an Additional Driver on a Member's account who meets the following conditions:
 - Casual Driver:
 - Meets all eligibility requirements in the By-Laws;
 - Has paid the appropriate fees as outlined in the Rate Sheet; and
 - Has been approved by the Board or authorized Co-op staff.
 - Additional Driver:
 - Has been added by the Member, or is a current employee or contractor of a Business/Organization Member;
 - Meets all eligibility requirements in the By-Laws;
 - Has paid the appropriate fees as outlined in the Rate Sheet;
 - Has been approved by the Board or authorized Co-op staff; and
 - Agrees to combine billing with the Member.
- "Rate Sheet" means the list of fees and rates approved by the Board, including any

amendments to it.

- "By-Laws" means the By-Laws of Peg City Car Co-op.
- "Trip" means the moment a Member/Driver fobs in to access a vehicle, with the intention of driving the vehicle, but where driving hasn't necessarily occurred.
- "Booking" means the reservation period created by the Member/Driver by reserving a dedicated date/time slot for a vehicle in the Booking Software.
- "Booking Software" refers to the online web application that a Member/Driver gains access to by becoming a member, which creates a discrete account to reserve vehicles.
- "Member Share" means the minimum number of membership shares required to qualify for membership in the cooperative as stipulated in Peg City Car Co-op's By-Laws.

Appendix A: Peg City Car Co-op Rate Sheet

Members/Drivers have access to a fleet of vehicles owned and shared by the Co-op. Members are shareholders in our Co-operative and are eligible to vote at the Annual General Meeting (AGM).

The rates and fees set out in this sheet may change from time to time as approved by the Board. will be notified of any changes within one week of approval by the Board, and changes will not take effect sooner than 30 days after they are approved by the Board.

Co-op Membership	
Registration	<p>Member shares: One-time, refundable \$500 member shares purchase Application fee*: \$25 Additional Member & Member Plus Drivers: Add up to four drivers per Member account. All activity is billed to the Member account. Cost per Additional Driver: \$25 application fee</p> <p>Additional Corporate & Non-Profit Plus drivers: Unlimited additional drivers, \$25 application fee per driver. Minimum five drivers required to be eligible for Corporate & Non-Profit Accounts.</p> <p>*Application fee includes \$10 cost of purchasing MPI Driver Abstract.</p>
Usage Fees ⁴	<p>Member plan: \$0 per month \$5 per hour (\$40/day)**, \$0.40 per km, first 50km per booking \$0.20 per km over 50 km per booking **\$0.50 per hour additional charge for large and loadable vehicles (e.g. trucks, minivans, cargo vans)</p> <hr/> <p>Member Plus plan: \$30 per month \$3 per hour (\$24/day)**, \$0.40 per km, first 50km per booking \$0.20 per km over 50 km per booking **\$0.50 per hour additional charge for large and loadable vehicles (e.g. trucks, minivans, cargo vans)</p>

⁴ Peg City Car Co-op reserves the right to charge a fuel surcharge to protect the co-op from price fluctuations. See Fuel Surcharges before for more details.

	<p>Corporate Member Plus plan: \$50 per month \$3 per hour (\$24/day)**, \$0.40 per km, first 50km per booking \$0.20 per km over 50 km per booking **\$0.50 per hour additional charge for large and loadable vehicles (e.g. trucks, minivans, cargo vans)</p>
	<p>Non-Profit Plus plan: \$0 per month \$3 per hour (\$24/day)**, \$0.40 per km, first 50km per booking \$0.20 per km over 50 km per booking **\$0.50 per hour additional charge for large and loadable vehicles (e.g. trucks, minivans, cargo vans)</p>
	<p>Maximum hourly charge per day (24hrs): 8 hrs on both weekdays and weekends. Free overnight hours between midnight and 7.am.</p>
Casual Driver	
Registration	<p>Casual plan: \$4.50 per month Application fee*: \$25 Note: Casual Drivers are not eligible for Member/Additional Driver perks, such as no hourly charge between midnight and 7 a.m., special discounts from partners, etc. *Application fee includes \$10 cost of purchasing MPI Driver Abstract.</p>
Usage Fees	<p>\$7 per hour (\$56/day)** \$0.40 per km, first 50km per booking \$0.20 per km over 50 km per booking **\$0.50 per hour additional charge for oversized vehicles (e.g. trucks, minivans, cargo vans) Maximum hourly charge per day: 8 hrs on both weekdays and weekends.</p>

Included

Fuel, insurance, maintenance, permanent parking, and roadside assistance are included.

Referrals

Refer Peg City Car Co-op to someone who joins and you each get a \$25 driving credit!

Taxes

PST and/or GST apply to all monthly fees and usage.

Damage Pool

To reduce or eliminate the \$1000 damage fee in the event of an at-fault collision, Members/Drivers can join the Damage Pool for \$50 per year. Once subscribed, it is automatically renewed on the anniversary date of joining or renewable after using the pool.

Fuel surcharge/rebate

A fuel surcharge or rebate addresses unpredictable gas prices while keeping rates stable and fair and may affect the per kilometre driving rate. The surcharge is calculated based on average gas prices in Winnipeg that month and is applied once the price of gas is above \$1.20/litre. At that point, the surcharge increases by one cent for every 10 cent increase in the price of a litre of gas. For example, if the average price of gas in Winnipeg is \$1.40/litre, the fuel surcharge would be \$0.02 so the total cost would be \$0.40/km. The fuel rebate applies in the same manner, for every \$0.10 below \$1.00/litre.

Cancellation + No Shows

There is no charge for cancelling a booking more than 12 hours before the booking starts. A portion of your cancellation charge may be waived if someone else books the car for the time you've freed up. There is no charge for cancelling within 15 minutes of creating a booking.

Cancelling a booking with less than 12 hours notice will incur a charge of 50% of the hourly rate.

Cancelling a booking after it has begun will incur a charge of 100% of the hourly rate.

No Show bookings are charged 150% of the hourly rate. A No Show means you did not cancel and did not use the vehicle.

Cancelling is always less expensive than not showing up.

Late return + use of vehicle beyond booking

The charge for returning a Peg City Car Co-op vehicle late is \$25 plus the cost for alternate transportation for the inconvenienced Member/Driver. The usage costs beyond the reserved time may be charged at \$10 per hour and \$1 per km. All users deserve to have their booked car ready and waiting for them at the booked time. As soon as you think you'll need the car longer than originally booked, call us to see if your time can be extended or try doing it online.

Not fobbing out

Fobbing out is required after every Booking/Trip. Fobbing out at the end of your Booking/Trip secures the vehicle by disabling its engine and locking the doors. This significantly decreases the chance of someone taking it by mistake or stealing it. Leaving a vehicle unsecured and not fobbing out after the end of a Booking/Trip may incur a charge of \$20, and up to \$4000 for lost revenue and/or damages.

Purchase of fuel

Members/Drivers are encouraged to use the fuel card provided by Peg City Car Co-op whenever

possible. Otherwise, the Member/Driver will be reimbursed for fuel purchases as a credit within 1-2 invoice cycles for the purchase of fuel, and windshield washer fluid. Member Services must approve any non-regular reimbursements.

The Red River Co-op fuel card can be found in the glove compartment of each vehicle, along with a pencil pouch, stapler, pens, logbook, and instructions. Note: some vehicles in our fleet have two glove compartments.

Fuel up the vehicle, then pull out the pouch and logbook from the glove compartment. Fill out the logbook information with:

1. The expense type (fuel, windshield wiper fluid, etc.) and the dollar amount
2. Date and time
3. Your member number and signature
4. Odometer reading

Regardless if you are using the Red River Co-op card or are paying out of pocket at a non-Red River Co-op gas station, we ask that every member staple the receipt to the next available logbook page after making your fuel purchase. If you need a copy of the receipt, please take a picture for your records, or ask the station attendant to print two copies. You may also keep the second copy of the logbook for your records. Reimbursements appear as a credit on your account within 1-2 invoice cycles. Remember to return the fuel card and pouch to the glove compartment when you are done.

Other fines + infringements*

Cancelling within 15 minutes of making a booking	\$0
Cancelling a booking more than 12 hours before it starts	\$0
Cancelling a booking within 12 hours	50% of the hourly rate
Cancelling a booking after it starts	100% of the hourly rate up to the time of cancellation
No show	150% of the hourly rate
Late return	\$25
Lost key fob	\$15 (refund provided if fob is found))
Gas left under 1/4 tank	\$20 ⁵
Vehicle interior left dirty or messy	Cleaning/detailing costs up to \$500
Failure to use effective pet barrier	\$50 admin fee plus cleaning/detailing costs up to \$500
Smoking in vehicle	\$100 fee plus cleaning/detailing costs
Parking other than usual spot	\$50
Abandoned or unreturned vehicle ⁶	Up to \$100 fee plus any additional travel costs incurred by Peg City Car Co-op staff
Drained battery	\$40 fee plus any applicable costs related to towing, boosting, etc.
Parking and traffic tickets	\$20 admin fee plus cost of ticket if paid by the Co-op
Towed or winched car	\$40 admin fee plus any applicable towing and/or impound charges, as well as cost of alternate mode of travel for any affected members, and compensation to the Co-op of hourly rate while the car is unavailable

⁵ This charge also applies to failure to plug in electric vehicles.

⁶ This charge is applied anytime Peg City Car Co-op staff must retrieve a vehicle and may be applied in addition to the fee for parking other than usual spot.

Small repairs (if user responsible)	Up to \$1000 ⁷ , and/or partial or full payment for the hourly rate while the car is unavailable
Failure to record vehicle damages	\$50 fee and/or partial or full payment for vehicle repairs, and/or the hourly rate while the car is unavailable
Failure to secure vehicle	\$50 fee plus up to \$4000 for lost revenue and/or damages if vehicle is stolen
Insufficient funds for payment	\$15
Interest on overdue balance	1.25% compounded monthly (18% annually), driving privileges suspended after 30 days without payment

⁷ Up to \$1000 only applicable to drivers without CLDI or Damage Pool coverage. See Insurance Coverage of Member Manual for details.